

Gordon J. Toering (P46409)
Michael B. O'Neal (P66247)
Warner Norcross & Judd LLP
900 Fifth Third Center
111 Lyon Street, NW
Grand Rapids, Michigan 49503
Ph: (616) 752-2185
Fax: (616) 222-2185
gtoering@wnj.com
moneal@wnj.com
Attorney for SPS Technologies, LLC,
SPS Technologies Waterford Company,
NSS Technologies, Inc., and
AVK Division of Avibank Mfg., Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

----- X

In re

Chapter 11

GENERAL MOTORS CORP., *et al.*,

Case No. 09-50026 (REG)

Debtors.

(Jointly Administered)

----- X

EXHIBIT B

TO

**LIMITED OBJECTION OF SPS TECHNOLOGIES, LLC, SPS TECHNOLOGIES
WATERFORD COMPANY, NSS TECHNOLOGIES, INC., AND AVK DIVISION OF
AVIBANK MFG., INC. TO THE DEBTORS' MOTION FOR SALE OF PROPERTY
UNDER 363(b)/DEBTORS MOTION PURSUANT TO 11 U.S.C. §§ 105, 363(b), (f), (k),
AND (m), AND 365 AND BANKRUPTCY RULES 2002, 6004, AND 6006 TO (I)
APPROVE (A) THE SALE PURSUANT TO THE MASTER SALE AND PURCHASE
AGREEMENT WITH VEHICLE ACQUISITION HOLDINGS LLC, FREE AND CLEAR
OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (B) THE
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES AND THE NOTICE OF FILING OF SCHEDULE OF CERTAIN
DESIGNATED SUPPLIER AGREEMENTS AND CURE COSTS RELATED THERETO**

MEMORANDUM OF UNDERSTANDING

Set out below are the terms of an agreement made between General Motors Corporation ("GM"), and SPS Technologies, LLC and SPS Technologies Waterford Company (together "SPS"), and is made on the 1st day of April 2009, regarding the purchase and supply of the parts supplied by SPS to GM out of its Cleveland and Waterford plants for GM.

1. For North America, GM agrees to purchase and SPS agrees to supply, the quantities of good quality parts identified in the last column of Attachment A, which SPS will supply in accordance with the releases issued in the normal course by GM, over the period ending July 10, 2009 (the "Initial Supply Period"). During the Initial Supply Period, GM agrees that it will not exercise a termination for convenience on any of the parts and thus will not implement a termination pursuant to Paragraph 13 of the GM terms and conditions. The requirement to supply and purchase the quantities set forth in the last column of Attachment A, for each of the parts listed therein is a material term of the agreement between the parties.

2. GM shall purchase on an overall average, not by part number, but overall for all parts supplied and purchased, at least fifty percent (50%) of the total quantity of parts identified in the last column of Attachment A by May 29, 2009. This does not require GM to purchase 50% of the total quantities for each part, because it is anticipated that for some of the Parts GM will likely purchase more than 50% of the total quantity by May 29, 2009 but for others it may be less than 50%. Following the end of the Initial Supply Period (i.e., on or about July 15, 2009), in the event that GM has not purchased one hundred percent (100%) of the quantities in Attachment A for all parts, GM shall purchase and pay for one hundred percent of the remaining part quantities set forth in Attachment A.

3. In the event that, during the course of the Initial Supply Period, GM or SPS believes the quantity for any given part may exceed the total quantity for that part set forth in Attachment A, based on the releases being issued weekly by GM, the parties will work together to schedule the purchase of raw materials and/or tooling to enable SPS to supply and GM to purchase those additional quantities. In particular, if GM advises SPS that additional quantities are needed to support GM's production requirements, or SPS believes that additional quantities are needed to support GM's production requirements based on the releases it obtains weekly, SPS will attempt to provide GM with advance notice that such additional tooling and raw materials are necessary, will request approval of GM for same, providing sufficient information to allow GM to respond and GM will act promptly to approve same, but in any event will respond within five business days of receipt of such information.

4. Following the end of the Initial Supply Period (i.e., on or about July 15, 2009), SPS will provide GM with a list of GM parts for which SPS holds finished goods and work in process inventory (the "FG & WIP List"). Following the end of the Initial Supply Period (i.e., on or about July 15, 2009), SPS will also provide GM with a list of GM parts for which SPS holds raw material inventory (the "Raw Material List"). The prices for the parts will be those in effect on January 1, 2009 and as set forth in Attachment A. GM will first select the quantities of parts available to purchase from the FG & WIP List until a total purchase quantity of \$250,000 is selected. In the event that the total purchase quantity available on the WIP & FG list is less than

\$250,000, GM will then select additional quantities of parts available to purchase from the Raw Material List until the total of the combined quantities of parts selected from the FG & WIP List and the Raw Material List results in a total GM purchase value of \$250,000. Within 10 working days of GM's receipt of the FG & WIP List and the Raw Material List, GM will inform SPS via e-mail of the \$250,000 in parts that it has selected to purchase. Within 20 working days of SPS's receipt of GM's e-mail, SPS will make the parts available for GM pick up at its plants in Waterford, Michigan and Cleveland, Ohio and inform GM via e-mail that the parts are available for pick up. Within 5 working days of receiving SPS's e-mail that the parts are available for pick up, GM will pick up the parts and pay to SPS \$250,000 for those parts.

5. This is a full and final Agreement between SPS and GM on their commercial issues, and this Agreement hereby acts to amend the current standard supply agreements used by GM for North America. GM and SPS accept those agreements as amended. GM terms and conditions control except as amended herein, but it is expressly agreed that, to the extent there is a conflict between the terms and conditions of this Memorandum of Understanding, and GM terms and conditions, the term and conditions of this Memorandum of Understanding shall supersede and control. The parties may mutually agree to modify or amend this Agreement only by an express written instrument signed by counsel for the parties. This Agreement may not be modified or amended by the unilateral issuance of a purchase order or release.

6. The pricing for the parts is as set forth in Attachment A.

7. If GM or SPS commences a bankruptcy case under Title 11 of the United States Code, 11 U.S.C. § 101 et seq all rights or issues regarding the enforceability of the payment and credit terms contained in the respective contracts are reserved by both parties.

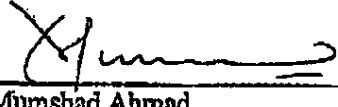
8. The parties have agreed to work on an exit plan for parts sent by SPS to European plants that have been produced by SPS. An arrangement for payment of invoices for such parts has been agreed to as follows while they work on that plan: For parts supplied to European plants, invoices for good quality parts received 7 days prior to the end of a payment cycle shall be paid in the same payment cycle but that does not mean every payment will be made 7 days after receipt; all other invoices will be paid in the next payment cycle after receipt of good quality parts. Payments occur twice per month (beginning and mid-month, and thus a payment cycle is approximately 15 days). Every month, twice a month, SPS shall notify and provide sufficient information to GM regarding parts not received in the plant in 42 days from delivery to the shipper by SPS and not scheduled to be paid in the payment cycle in which it would have been paid had it been received in 42 days. In such cases, GM commits to act as quickly as possible to expedite receipt of such parts. All necessary information will be exchanged between the parties in order to allow this process to work.


9. In consideration of the parties entering into this Agreement, with the exception of warranty claims which arise out of the SPS parts or any debts which are currently outstanding and scheduled to be taken by GM in the ordinary course, and with the exception of all amounts due and owing by GM to SPS relating to the supply of parts, SPS and GM fully and finally release each other from any and all claims which either made or could have made against each

other arising out of the supply of Parts and the pay under protest in 2008, through the date of this Agreement.

10. SPS may want to participate in the U.S. Government's Supplier Support Program (the "Supplier Program"). Should SPS desire to participate in the Supplier Program, it will inform GM via e-mail and GM will include SPS as eligible (subject to SPS meeting the eligibility criteria of production being done in the United States and being on MNS2 payment term) and take appropriate action to support SPS's participation in the Supplier Program.

Agreed & Accepted:

 c/1/10/09
Mumshad Ahmad
Director - Structures & Closures
Global Purchasing & Supply Chain
General Motors

 1/1/10/09
Dennis Shea
Director, Legal & Environmental Affairs
SPS Technologies, LLC
SPS Technologies Waterford Company

ATTACHMENT A

GM Purchase Quantities & Price

Exhibit	GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
13:51	24226094	16	0.04830	14,475
	11588715	8	0.04130	366,296
	24239923	16	0.04270	3,833
	11571050	12	0.07900	18,242
	11569860	16	0.14990	2,805
	24246172	12	0.10076	718,910
	11589273	16	0.13750	396,886
	11589307	8	0.05200	469
	9426931	12	1.09740	1,272
	11561601	16	0.13650	5,100
	11609606	16	0.17700	10,395
	11609903	12	0.20000	45,263
	11517975	16	0.09480	4,165
	3525915	8	0.02750	9,629
	11609598	16	0.20397	122,288
	11571068	12	0.12500	7,903
	12554553	8	0.02850	
	11571226	8	0.10730	92,183
	11519171	8	0.08500	3,868
	12557840	12	0.62680	199,522
	10105879	8	0.02830	46,905
	11589281	16	0.23631	52,075
	11609609	16	0.24475	15,300
	11570511	12	0.65600	53,514
	11588714	12	0.03500	272,037
	11517379	8	0.11900	88,740
	24242043	16	0.07350	43,350
	10066008	8	0.07830	41,568
	11589275	12	0.15800	3,188
	11588729	12	0.06580	47,168
	11588991	8	0.03300	1,541,559

ATTACHMENT A

GM Purchase Quantities & Price

Pg

Exhibit	GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
09-50026-mg Doc 757-2	11588844	8	0.20000	717,257
	11588718	12	0.04100	35,523
	12555770	8	0.04590	13,050
	11610070	16	0.26000	17,425
	11609419	16	0.08920	1,647,462
	15590788	12	0.07970	188
	22531637	8	0.02940	699,660
	12567157	12	0.28390	3,068
	11609433	12	0.04000	3,353
	11570087	8	0.07500	22,754
	90537691	8	0.22900	1,426,609
	11588741	8	0.08700	881,595
	11588719	16	0.04800	136,144
	11588742	8	0.10000	559,903
	11588713	12	0.03300	474,593
	10271003	8	0.19000	
	11518861	8	0.09900	3,696,402
	11588737	8	0.07300	52,815
	11571239	8	0.16400	724,078
	11609990	16	0.25000	78,540
	1647557	12	0.06130	21,420
	11516398	12	0.04090	2,480
	11588743	8	0.10500	250,328
	15675351	12	0.24020	1,275
	92139075	8	0.20490	24,480
	11515762	12	0.06200	480,926
	11589284	12	0.27722	119,167
	11588740	8	0.08500	338,791
	11570235	8	0.29760	13,600
	11519056	8	0.05100	25,068
	12554848	8	0.04890	26,489
	11588744	8	0.11300	503,445

ATTACHMENT A

GM Purchase Quantities & Price

Pg

Exhibit	GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
01	11609608	16	0.21871	132,907
02	10070101	8	0.04000	20,825
03	11562087	16	0.12550	5,100
04	11570510	16	0.07300	205,360
05	3836903	8	0.04350	
06	3830945	8	0.04660	98,316
07	11588622	8	0.11810	
08	11518342	16	0.11000	29,580
09	11588749	8	0.13700	67,969
10	11517987	8	0.44350	349
11	24504965	8	0.12100	23,205
12	11515937	8	0.08960	10,710
13	24575374	8	0.12900	278
14	11518856	12	0.04290	3,473,375
15	11589285	12	0.29209	3,138
16	11519788	16	0.08660	4,080
17	11589280	12	0.22387	162,011
18	12568079	8	0.35000	80,401
19	92067604	8	0.34490	8,500
20	11588748	8	0.13500	150,465
21	11519082	8	0.33790	
22	11609709	8	0.34000	129,160
23	10182334	12	0.07000	53,040
24	11515783	12	0.17000	11,730
25	11900244	12	0.04830	267,596
26	11609933	12	0.59247	130,589
27	11570143	8	0.04630	1,335
28	11588747	8	0.13200	341,093
29	11609264	12	0.10980	18,457
30	11609632	16	0.19527	86,870
31	11569648	8	0.21250	1,048,124

ATTACHMENT A

GM Purchase Quantities & Price

Pg

Exhibit	GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
13:55:51	11515771	12	0.10870	26,095
	1647553	8	0.04100	194,419
	11609471	8	0.12500	831,239
	11588745	8	0.11900	246,301
	11589282	12	0.25491	153,689
	11519968	12	0.06620	2,720
	10143220	12	0.29490	6,545
	11569957	8	0.43000	102,816
	11588456	8	0.21000	9,923
	11588750	8	0.15200	205,420
	11519020	16	0.11220	67,320
	22134451	8	0.19000	5,051
	11561021	12	0.08170	4,777
	24505723	16	0.07360	
	24577283	8	0.03360	11,093
	11588385	12	0.14400	139,972
	11562103	16	0.10300	99,281
	11589274	16	0.14250	408,142
	11609607	16	0.21640	103,298
	11516356	12	0.13750	4,335
	11589279	16	0.19692	619,322
	11515151	8	0.06340	12,240
	11589055	16	0.09720	13,139
	3530355	8	0.07380	10,548
	11609404	8	0.19000	70,872
	11609741	8	0.25200	152,235
	11561652	16	0.12800	221,595
	11518707	12	0.20890	
	11518445	12	0.04500	5,115,813
	3544184	12	0.09540	5,100
	14062360	8	0.03260	32,300
	10166380	16	0.06190	935

ATTACHMENT A

GM Purchase Quantities & Price

Pg

Exhibit	GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
13.55	10218358	8	0.04960	27,493
13.55	11518407	16	0.13630	41,645
13.55	12554211	16	0.05400	2,642,710
13.55	11589040	12	0.13000	1,108,873
13.55	11515759	12	0.06000	1,238,874
13.55	11609605	16	0.17964	223,805
13.55	12562947	8	0.08600	745,000
13.55	11519680	8	0.09300	2,091,216
13.55	11588739	8	0.08200	899,545
13.55	11589283	12	0.26615	137,730
13.55	24574534	12	0.08390	77,767
13.55	11609323	8	0.53000	8,687
13.55	11518138	12	0.05310	17,736
13.55	11609473	16	0.05060	6,545
13.55	11589278	16	0.19697	91,429
13.55	11518636	12	0.18260	12,821
13.55	11518870	12	0.09500	13,685
13.55	11516695	12	0.09360	47,175
13.55	11589234	8	0.28860	11,521
13.55	11517720	8	0.10730	51,255
13.55	1647218	12	0.04910	21,231
13.55	15659430	12	0.13940	78,838
13.55	11561111	16	0.11950	253,976
13.55	12553743	12	0.09960	37,859
13.55	11588753	8	0.17100	2,040
13.55	11561848	8	0.14200	170,468
13.55	11609610	12	0.25660	254,661
13.55	11516357	12	0.12940	286,450
13.55	90537426	8	0.04770	234,643
13.55	15609002	8	1.59950	529
13.55	11609396	8	0.20500	92,650
13.55	3522382	12	0.08010	1,080

ATTACHMENT A

GM Purchase Quantities & Price

Pg

Exhibit	GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
1	24575061	8	0.04180	202,412
2	11588751	8	0.16900	41,608
3	11519177	12	0.10800	2,125
4	11518919	12	0.16780	1,969
5	11569938	16	0.23000	64,643
6	11588752	8	0.17500	9,984
7	3736406	8	0.11810	603,779
8	11518841	8	0.36760	7,064
9	11588755	8	0.19300	5,839
10	3535762	12	0.07120	17,553
11	11588756	8	0.20000	3,678
12	11519305	8	0.06670	488,577
13	11519840	8	0.05570	67,533
14	11588754	8	0.18700	18,020
15	11518610	8	0.24110	127,628
16	11519977	8	0.07800	3,981
17	11588559	8	0.22880	31,790
18	11519089	8	0.06540	48,957
19	11519178	12	0.12170	21,420
20	15985862	12	0.16740	3,885
21	11518161	8	0.10890	775,375
22	11519970	12	0.06080	37,856
23	11588365	8	0.44170	8,687
24	3522376	12	0.04100	8,690
25	11588645	16	0.49860	45,497
26	8680893	12	0.11300	38
27	10224557	8	0.17680	55,622
28	12585420	8	0.06400	
29	11518631	8	0.16490	
30	12577498	8	0.05640	
31	15082799	16	0.14970	
32	14078823	12	0.04350	

ATTACHMENT A

GM Purchase Quantities & Price

Pg

Exhibit	GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
1	12552398	12	0.09460	8,090
1	12557010	12	0.08000	17,208
1	15094413	8	0.22570	11,154
1	11519965	12	0.04990	122,847
1	11519978	12	0.07450	3,555
1	3533484	12	0.08020	44,413
1	11516424	12	0.04690	41,990
1	24505098	12	0.05780	44,880
1	11588316	12	0.05800	11,646
1	11505560	12	0.04580	152,903
1	11519306	16	0.11880	6,707
1	15071457	16	0.33630	8,842
1	12566587	8	0.14060	80,750
1	3522355	12	0.05180	187,680
1	11561484	8	0.41500	140,038
1	11519980	8	0.13270	43,435
1	11518944	8	0.05500	731,000
1	12552922	8	1.16000	13,388
1	3522360	12	0.20577	
1	11588708	8	0.56000	14,756
1	11588279	12	0.19130	1,025,282
1	11588389	8	0.16760	7,183
1	11570842	8	0.09500	66,300
1	21996247	12	0.19460	15,300
1	22535491	8	0.17400	122,868
1	11588356	8	0.16530	50,866
1	11570662	8	0.09350	6,000,000
1	11518864	12	0.37470	2,724
1	15680977	8	1.52750	685
1	11609319	12	0.11550	460,115
1	11588457	8	0.25880	73,956
1	12554554	12	0.16040	24,480

ATTACHMENT A

GM Purchase Quantities & Price

Pg

Exhibit	GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
1	15997178	12	0.38800	515
13	11588728	12	0.19920	69,505
13	11570120	8	0.38000	507
13	94010917	8	0.53200	601
13	11610394	16	0.33382	20,209
13	15609001	8	1.34190	1,675
13	11518527	8	0.19660	
13	11561311	8	2.25000	
13	12555610	8	0.41640	2,924
13	11588967	12	0.21880	180,027
13	11518776	8	0.28040	49,725
13	11569987	16	0.16383	
13	11562514	8	0.78500	
13	11588736	8	0.07300	358,851
13	11571002	8	0.13410	
13	11610447	12	1.21650	13,643
13	11571049	16	8.65000	
13	11610590	16	8.65000	40,000
13	15005373	8	0.96000	
13	11561797	8	0.17950	604,401
13	11519235	8	0.11770	27,482
13	11571052	12	0.18220	18,721